



Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

Request for Proposal Shelby County Government Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: October 3, 2013

Due: 4:00 pm, October 25, 2013, no later than 4:00 P.M. (Central Standard Time)

RFP # 14-009-15

Division of Planning & Development (DPD) Memphis Urban Area Metropolitan Planning Organization (Memphis MPO) Update of the Regional ITS Architecture and Deployment Plan

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies or professionals to update the Regional Intelligent Transportation Systems (ITS) Architecture and Deployment Plan for the Memphis Urban Area Metropolitan Planning Organization. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. Go to "Purchasing – Bids" under the "Business" header on the home page to locate the above-described RFP and the attachments.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Friday, October 25, 2013.** Proposals should be addressed to:

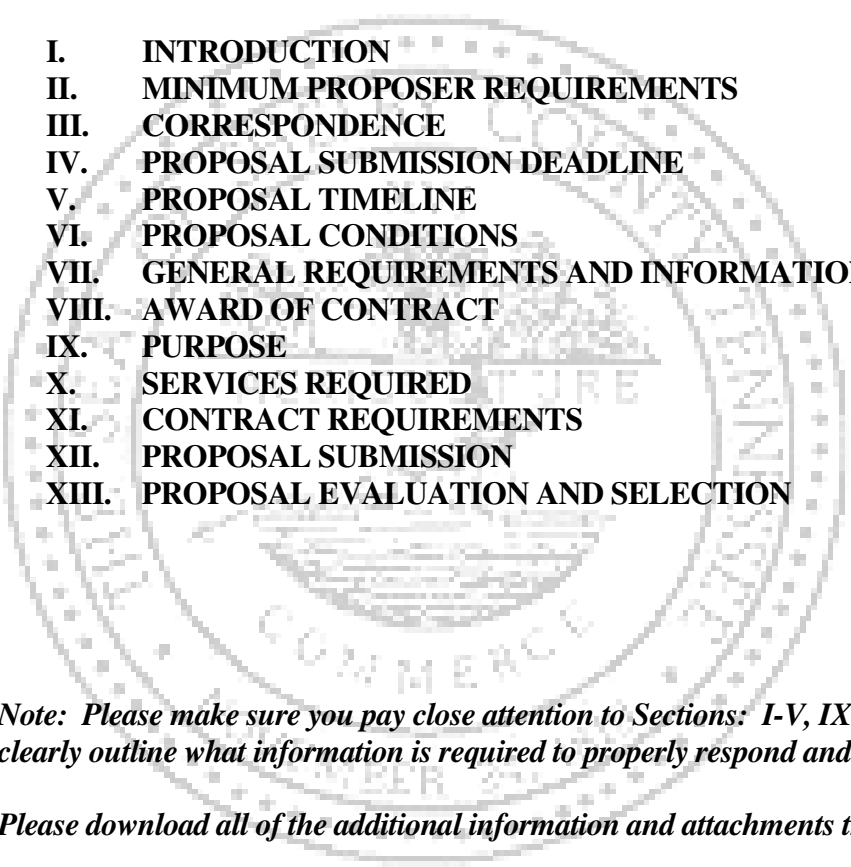
**Nelson Fowler, Manager A
Shelby County Government
Purchasing Department
160 N. Main St., 9th Floor
Memphis, TN 38103**

The package containing an original (clearly identified as original) and five (5) copies and a CD of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, "UPDATE OF THE REGIONAL ITS ARCHITECTURE AND DEPLOYMENT PLAN ", RFP # 14-009-15" noted on the outside.

Sincerely,

**Nelson Fowler, Manager A
Shelby County Government
Purchasing Department**

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Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”), on behalf of the Memphis Urban Area Metropolitan Planning Organization (“Memphis MPO”), is seeking proposals from interested and qualified professionals to update the Memphis Urban Area Regional ITS Architecture and Deployment Plan. This Request for Proposal (“RFP”) is being released to invite interested and qualified consultants to prepare and submit proposals in accordance with instructions provided where one successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have a minimum of five (5) years’ experience in preparing Regional ITS Architecture using the National ITS Architecture, version 7.0 (or the most recent version available at Notice to Proceed).
2. Have a minimum of five (5) years’ experience in updating the Database for the Regional ITS Architecture using the latest version of the Turbo Architecture.
3. Have sufficient, competent and skilled staff as well as the technology to perform the services required.
4. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services.
5. Possess the minimum insurance requirements (MANDATORY, please review closely).
6. Proposer must adhere to all Title VI requirements and provide proof/documentation if necessary.
7. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees. .
8. **Apply and qualify** for an Equal Opportunity Compliance (EOC) certification number prior to submitting your response.
9. Adhere to all Title VI requirements and provide proof/documentation if necessary.
10. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). Proof and documentation of employment eligibility must be included with the proposal.

Please Note: *As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an “Equal Opportunity Compliance” certification number prior to submitting your response.*

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov and click the link “Department” at the top, then P for Purchasing

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. *(Applications for a vendor number are accepted online only.)*

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 501, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. 9th Floor
Memphis, TN 38103
(901) 222-2250**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Friday, October 18, 2013 by 12:00 Noon CST.*** These guidelines for communication; have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at www.shelbycountyttn.gov within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than 4:00 pm, Friday, October 25, 2013. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstance.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Wednesday, October 2, 2013
Proposal Due Date	Friday, October 25, 2013 at 4:00, P.M. (CST)
Notification of Award	November, 2013
Services to Commence	Immediately upon execution of the contract

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies.

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications.

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission.

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs.

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority.

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity.

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

H. Prevailing Wage Ordinance

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of \$500,000 and any subcontractors of such public work or project in excess of \$100,000 ("Recipient") shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council, except as otherwise provided in the Shelby County Code of Ordinances. The applicable rate shall be determined at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

I. Non-Discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

VII. GENERAL REQUIREMENTS

A. Background

The Memphis Urban Area Metropolitan Planning Organization (Memphis MPO) is the regional transportation planning organization for Shelby County, TN, and portions of Desoto County, MS and Fayette County, TN. The Memphis MPO is responsible for working with local, state and federal agencies, the private sector, citizens and stakeholders to plan coordinated transportation systems designed to move people, goods and services affordably, efficiently and safely throughout the MPO area. The Memphis MPO was established by the federal government to ensure that transportation decisions within the MPO area are performed in a continuing, comprehensive and cooperative process.

This Request for Proposal (RFP) is intended to update the Memphis Urban Area Regional ITS Architecture and Deployment Plan. This will involve facilitating stakeholder meetings as well as performing updates to the Turbo Architecture Database resulting in updated market packages.

In 2010 the current Memphis Urban Area Regional Intelligent Transportation System (ITS) Architecture was updated under the direction of the Memphis Urban Area Metropolitan

Planning Organization (MPO) with support from the Tennessee Department of Transportation (TDOT). The Regional ITS Architecture provides a framework for implementing ITS projects, encourages interoperability and resource sharing among agencies, identifies applicable standards to apply to projects, and allows for cohesive long-range planning among regional stakeholders. The Memphis Urban Area Regional ITS Architecture focuses on the functionality that ITS provides in the Region as well as how those functions are operated by agencies in and around the Memphis Region. The Regional ITS Architecture also satisfies an important requirement from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) regarding transportation funding. An FHWA Final Rule and an FTA Final Policy issued in 2001 require that regions have an updated regional ITS architecture and show how ITS projects conform to that regional ITS architecture in order to receive federal funding.

The Memphis Urban Area Regional ITS Architecture update included the same geographic area and agencies that are included as part of the Memphis Urban Area MPO. The MPO includes all of Shelby County and the western portion of Fayette County in Tennessee, and the northern portion of De Soto County in Mississippi. MPO is currently in the process of updating the study area as required every 10 years after each census to include areas which might become urbanized in next 20 years. Any update of the ITS Architecture and Deployment Plan shall include the areas which may become part of MPO Study Area. In addition, the TDOT SmartWay ITS deployments on I-40 and I-55 in Arkansas are also considered part of the Memphis Urban Area Regional ITS Architecture boundaries.

The Memphis MPO will be acting as the lead agency for the update of the ITS Architecture and Deployment Plan. Additional partners for the project include the Tennessee Department of Transportation (TDOT) and Mississippi Department of Transportation (MDOT).

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified provider selected through a competitive process that will work well with the County in the performance of the Services in a manner that is cost-effective and practical.

C. Project Time Frame and Budget

The expected time frame for the services is nine (9) months from the date a contract is awarded. This includes stakeholder meetings, updating the stakeholder database, system inventory and updating market packages and maintenance plan.

The contract term will begin immediately upon execution of the contract to June 30, 2014 with an option to renew for one additional one year period upon agreement of both parties. The Provider must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County.

The Memphis MPO estimates that the total cost of this project will not exceed \$75,000.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the accounts.

E. Selection Criteria

Each response will be evaluated on the criteria outlined in Section XII of this document. Each Proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

F. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

G. Copyrights

The Memphis MPO or any affiliated State or Federal Agencies may copyright any books, publications, and other copyrightable materials developed in the course of this FHWA funded project. The MPO, State, and Federal Agencies reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

I. Lobbying

Consultant certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the client, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

J. Suspension and Debarment

Consultant warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189).

K. Notations and Statements

All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration, Federal Transit Administration, Mississippi Department of Transportation, and Tennessee Department of Transportation.

All notices, information pamphlets, press releases, research reports, signs and similar notices prepared and released by the Client and Consultant shall include the statement, "This project is funded (in part) under an agreement with the State of Mississippi, Department of Transportation, and the State of Tennessee, Department of Transportation."

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by

the selection committee and the County Mayor. The successful provider will be chosen based on the qualifications and selection criteria discussed in Sections II and XII of this proposal.

The award will be made to the provider whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The Providers whose proposals do not meet the mandatory requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful provider, all providers will be notified in writing of the selected firm.

IX. PURPOSE

The purpose of this project is to:

Update the Regional ITS Architecture and Deployment Plan for the Memphis MPO Region that is reflective of the needs of the region, has buy-in from stakeholders, and meets the federal requirements for developing a regional ITS architecture.

Regional ITS architectures are living documents and need to be continuously updated in order for them to accurately reflect the ITS needs, plans, and visions within a region. The current architecture and deployment plan was last updated in June 2010.

X. SERVICES REQUIRED

This RFP is intended to help the Memphis MPO select the best-qualified company and award a County-approved contract for professional services to perform the requested services which include the following:

1. Demonstrate the ability to prepare and update the Regional ITS Architecture and Deployment Plan using the National ITS Architecture and Turbo Architecture Database;
2. Demonstrate that project deliverables will be in compliance with federal transportation regulations (MAP-21) and be acceptable to the Tennessee Department of Transportation (TDOT), the Mississippi Department of Transportation (MDOT), the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA).
3. The consultant should clearly be able to demonstrate in their proposal response the intent and scope of the project, the character of the deliverables, the services required for their delivery and the specific tasks that must be performed in the course of supplying these services;

B. Attachments and Documentation

The proposer is encouraged to download and review the following items, available at www.memphismpo.org, which document the MPO's current ITS Architecture, Executive Summary, Deployment Plan and Interactive ITS Architecture for the Memphis MPO Region.

1. Memphis Regional ITS Architecture
2. Memphis ITS Architecture Executive Summary
3. Memphis Regional ITS Deployment Plan

C. Required Tasks

The following is a list of minimum tasks the proposals should include:

1. Project Management

The consultant shall provide a management plan that identifies anticipated steps and processes required to complete the project as described in this RFP and as provided in the contract. This will include a project schedule and budget for each of the tasks and corresponding deliverables.

In responding to the RFP, the proposer must discuss its ability to complete all the tasks within nine (9) months of the contract award date. In addition, the proposer must discuss how it plans to coordinate with other consultants and/or subcontractors proposed to complete the work and how it plans to engage the MPO's committee of stakeholders throughout the course of the study.

The Consultant will prepare a project stakeholder database. The database will include name, organization, address, email address and telephone number and will be updated after each meeting of the stakeholders.

The Consultant will prepare a project website and provide updated information to the website throughout the project (up to 9 months).

Deliverables: Project Management Plan, Project Website, Monthly Progress Reports.

2. Project Kick-Off Meeting

The Consultant will conduct a Project Kick-Off Meeting with an agenda that covers the following topics:

- A. Overview of the project
- B. Proposed project schedule
- C. Description of ITS and its value in transportation planning
- D. Overview of process to be followed in developing the ITS regional architecture
- E. Update of ITS Vision
- F. Review of the preliminary inventory of ITS in the Memphis MPO region
- G. Identification of gaps between existing and planned ITS deployments and the regional and local

objectives for the use of ITS

Deliverable: Project Kick-Off Meeting, Agenda and Minutes, Stakeholder Database.

3. Develop System Inventory and Prepare Draft Market Packages

Through stakeholder discussion at the workshop and by contacting individual stakeholders as necessary outside of the meeting, the Consultant will develop an updated inventory of elements for the Region. Based on the information from the system inventory and the Gap Assessment, the Consultant will update the market packages from the existing Regional ITS Architecture and develop new market packages based on the market packages from the National ITS Architecture.

Using the list of market packages, the Consultant will customize each market package such that they represent the systems needed by the Memphis MPO region. The Consultant will prepare a customized flow diagram for each market package. Customization will be based on the existing architecture information and discussions with the stakeholders.

The Consultant will facilitate the establishment of priorities for the market packages with the stakeholders to set each market package as a low, medium, or high priority. The Consultant will define one measurable performance criteria for each market package.

For each market package, the following information will be summarized in a table format:

- A. Market package
- B. Priority level
- C. Description (Customized from National ITS Architecture)
- D. Existing infrastructure
- E. Responsible agency
- F. Planned projects
- G. Performance Criteria

4. Facilitate Stakeholder Meetings

The Consultant shall arrange and facilitate all necessary planning, work group and training sessions for the stakeholders to develop the regional ITS architecture through a consensus based approach.

Deliverable: Stakeholder workshop and training to develop the Regional ITS Architecture, Agenda and Minutes.

5. Update Regional ITS Architecture

The Consultant will prepare an updated Regional ITS Architecture using Version 7 (or the most recent version available) of the National ITS Architecture and the recent version of Turbo Architecture. The update will address current federal rule on ITS Architecture. The update will include the following:

- A. Architecture Scope
- B. Stakeholder Identification
- C. Operational Concept
- D. Interface Requirements and Information Exchange
- E. System Functional Requirements
- F. Standards Identification

Deliverable: Memphis Regional ITS Architecture Document, Turbo Architecture Database

6. Develop Strategic Deployment Plan with Executive Summary

The Consultant shall develop a ITS Deployment Plan that will identify ITS Projects for deployment in the Memphis Region over a 20-Year time period including description of the projects, planning level project costs, project prioritization and detailed benefits of the project in terms of improved safety (crash reduction), mobility (delay reductions, etc.) and air quality (reduced emissions, etc.), timeframe for deployment, responsible agencies, and relevant ITS market packages.

The Consultant will also develop a list of agreements that will be required for initiating the deployment plan.

The Consultant will prepare an Executive Summary that summarizes the Strategic Deployment Plan and written for a non-technical audience.

Deliverable: Draft listing of ITS projects, Stakeholder Workshop to review draft project listing, Minutes and Agenda, Draft Memphis Regional ITS Deployment Plan

XI. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them.

Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status.

- a. Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination or Abandonment

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
 - i. The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
 - ii. The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
 - iii. The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

- b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.
 - c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
 - d. All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
 - e. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.
5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-Providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Provider to the Provider in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have

the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers

- a. The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.
- b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.

9. Arbitration Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance with Laws

- a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- b. The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.
19. Incorporation Of Other Documents.
- a. The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
 - b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.
21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
23. Organization Status And Authority.
- a. The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
 - b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any

court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.
26. Source Code. The Provider, at no additional cost to Shelby County, shall place the entire set of source code for the proposed solution with an authorized escrow agent. Setting aside the software in an escrow account provides Shelby County a method of obtaining the software in the event the Provider ceases to market and support the proposed software. The Provider shall provide all information to Shelby County relevant to placing the software with an authorized escrow agent, ensuring the most recent version of the software is in escrow within 10 working days of issuance of a new major or minor release of the solution.
27. Notations and Statements. All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

"This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration, the Tennessee Department of Transportation and the Mississippi Department of Transportation."

All notices, informational pamphlets, press releases, research reports, signs and similar notices prepared and released by the [Contractor] shall include the statement:

"This project is funded (in part) under an agreement with the State of Tennessee, Department of Transportation and the State of Mississippi, Department of Transportation."

28. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," [Contractor] shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. [Contractor] shall post "no smoking" signs in appropriate,

permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this agreement.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities.

- a. The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.
- d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
- e. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.
- f. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

PROFESSIONAL SERVICES/PROVIDER PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Provider shall maintain coverage with limits of no less than:

2. Insurance Requirements.

- a. The Provider shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Provider's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Provider or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Provider will maintain throughout the life of this Contract insurance, through insurers rated A- X or better by A. M. BEST, in the following minimum requirements:
 - ***Professional Liability Insurance*** - coverage with minimum limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate indicating if coverage is written on claims-made or occurrence policy form. Coverage is to include the provider and all its employed or contracted professionals.
 - ***Commercial General Liability Insurance*** - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - i. Premises/Operations
 - ii. Products/Completed Operations
 - iii. Contractual
 - iv. Independent Contractors
 - v. Broad Form Property Damage
 - vi. Personal Injury and Advertising Liability.
 - vii. \$5,000.00 per person medical payments
 - ***Workers Compensation and Employers' Liability Insurance*** - Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability is \$500,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.

- ***Business Automobile Liability Insurance*** – minimum \$1,000,000 single limit each accident for property damage and bodily injury. Coverage is to be provided on all Owned/Leased Autos, Non-Owned Autos and Hired Autos.

- c. All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Contractor will provide immediate notice to Shelby County.
- d. All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.
- e. Provider shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, 9th Floor
Memphis, TN 38103
- f. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the CONTRACTOR shall purchase an extended reporting endorsement and furnish evidence of same to the County.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm, Friday, October 25, 2013., at Shelby County Government Purchasing Department, 160 N. Main St., 9th Floor, Memphis, TN 38103.**
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original (clearly identified as original), five (5) copies, and a CD of the proposal are required.
2. The package containing the original, copies, and a CD must be sealed and marked with the Proposer's name and **"CONFIDENTIAL UPDATE OF THE REGIONAL ITS ARCHITECTURE AND DEPLOYMENT PLAN", RFP # 14-009-15"** with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (***required document***) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response (Minimum Requirements and Services Required)
 - a. Outline of how respondent can meet or exceed the minimum requirements.
 - b. Detail of how the respondent is qualified to provide the services required.
 - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
3. Cost and Fees
 - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.
4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the respondent's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;

- b. A statement of how long the proposer has provided services similar to the Services requested herein;
 - c. A general description of the proposer's experience and background in providing services similar to the Services requested herein;
 - d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
 - e. A resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.
5. References
- References of the proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.
6. Additional Information
- a. A description of any other resources available to the proposer that will be useful in providing the Services;
 - b. A description of the methods used by the proposer to measure the satisfaction of its client.
 - c. Any other relevant information about the capabilities of the proposer deemed to be material.

XIII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to

schedule a personal presentation and interview with one or more of the bidders.

b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:

- i. Qualifications and experience of specific personnel assigned to this project;
- ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
- iii. Project methodology;
- iv. Previous experience in performing similar Services;
- v. References;
- vi. Proposed cost to Shelby County Government;
- vii. Time frame for completion.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.